



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA12-162**

1. Agenda Item Number:

22

2. Council Meeting Date:

April 12, 2012

TO: MAYOR & COUNCIL

3. Date Prepared: March 22, 2012

THROUGH: CITY MANAGER

4. Requesting Department: Transportation & Development

5. SUBJECT: Award professional services Contract Amendment No.1 to Y.S. Mantri & Associates, LLC for Paseo Trail Signals, Project No. ST1006-451, in the amount of \$9,727, for a revised contract total amount not to exceed \$29,399.

6. RECOMMENDATION: Staff recommends that Council award professional services Contract Amendment No.1 to Y.S. Mantri & Associates, LLC for Paseo Trail Signals, Project No. ST1006-451, in the amount of \$9,727, for a revised contract total amount not to exceed \$29,399.

7. BACKGROUND/DISCUSSION: Design for this project is for pedestrian traffic signals at Paseo Trail crossings at Chandler Heights and at Germann Road along the SRP Consolidated Canal. The existing contract is for construction management services to include construction meeting coordination, submittal review and approval, response to requests for information, quantity and contractor payment verification, and preparation of as-builts. Scope of work for Contract Amendment No. 1 includes revisions to the plans, specifications, and engineer's estimate and re-confirmation of utility clearances to modify the crossings from stop-controlled approaches to fully signalized approaches. This amendment also includes a memorandum to ADOT describing the changes to the bid documents to ensure that federal Congestion Mitigation and Air Quality (CMAQ) funds can be utilized for construction of this project.

This project will be rebid and a contractor will be awarded under a separate contract. Construction time is anticipated to be 120 days to final completion.

8. EVALUATION: Y.S. Mantri & Associates, LLC was selected as the consultant for the Paseo Trail Signals Project in accordance with established City policies and procedures. Staff has reviewed the scope of work, billing rates, and fee for this amendment and found them to be fair and reasonable.

9. FINANCIAL IMPLICATIONS:

Original Contract Cost: \$19,672
Amendment No. 1: \$ 9,727 (49% of Original)
Total Revised Contract: \$ 29,399
Fund Source:

Acct. No.:	Fund Name:	Program Name:	CIP Funded:	Amount:
411.3310.6516.0000.6ST322	GO Bonds	New Traffic Signals	Yes	\$ 9,727

10. PROPOSED MOTION: Move that Council award professional services Contract Amendment No.1 to Y.S. Mantri & Associates, LLC for Paseo Trail Signals, Project No. ST1006-451, in the amount of \$9,727, for a revised contract total amount not to exceed \$29,399.

ATTACHMENTS: Location Map, Amendment

APPROVALS

11. Requesting Department

Daniel W. Cook, Transportation Manager

13. Department Head

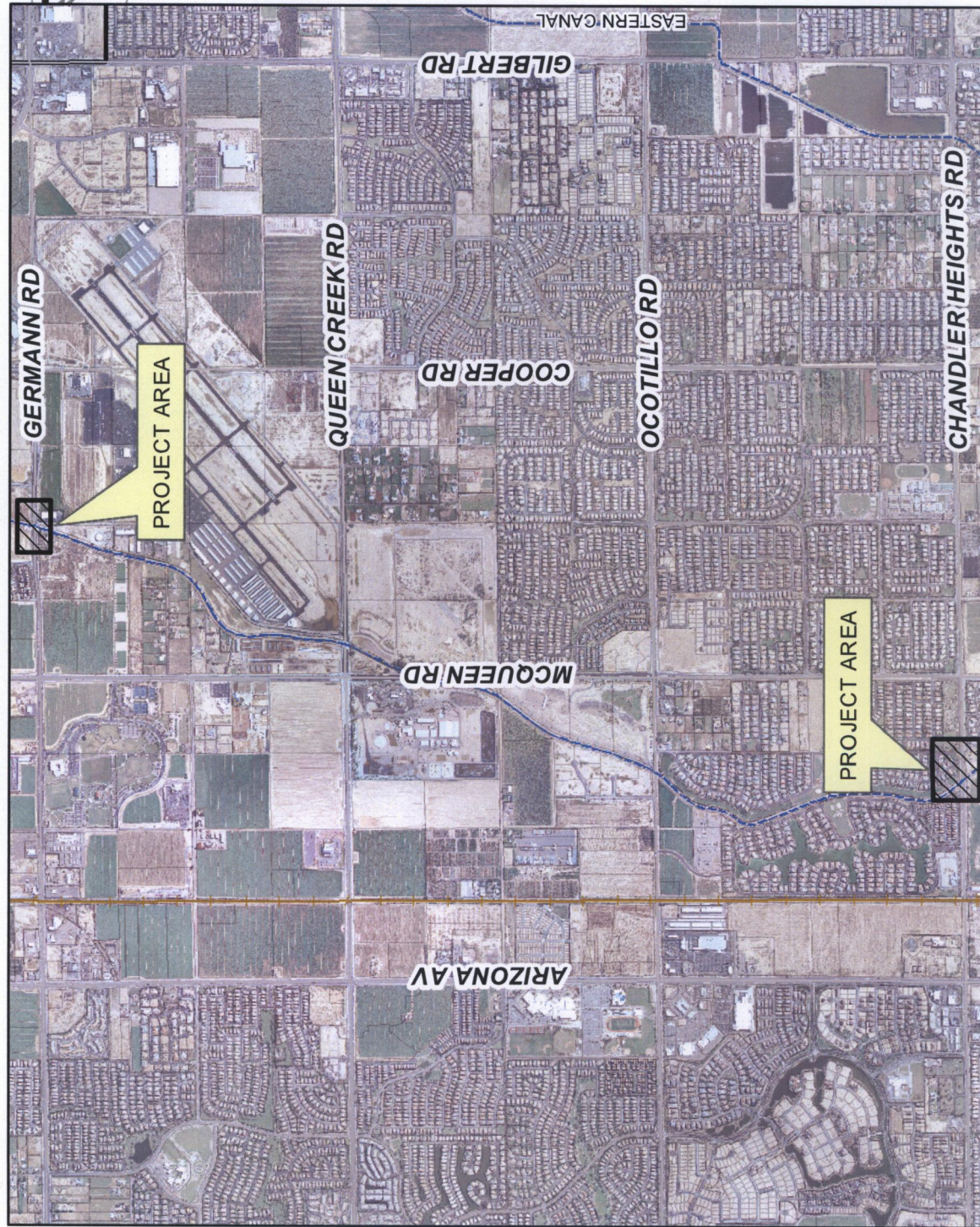
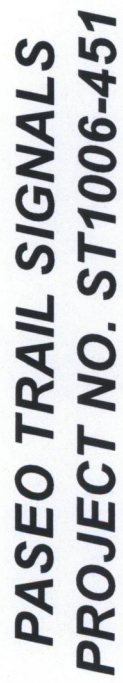
R.J. Zeder, Transportation & Development Director

12. City Engineer

Sheina Hughes, City Engineer

14. City Manager

Rich Dlugas





Chandler Arizona

AMENDMENT NUMBER 1

Project Name: **Paseo Trail Signals**
Project No.: **ST1008-451**

This Amendment No. 1 to that certain Agreement between the City Of Chandler (CITY) and Y.S. Mantri & Associates, LLC, a Limited Liability Company, licensed in the State of Arizona, dated May 27, 2011 is entered into this _____ day of _____, 2012.

WHEREAS the parties have determined that it is necessary and desirable for DESIGN CONSULTANT to perform additional services for CITY;

NOW THEREFORE, the parties agree as follows:

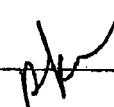
1. Section 3, of the above referenced Agreement, is hereby; amended by adding additional scope of work described in more detail in Exhibit A attached hereto and incorporated herein by reference.
2. Section 4, of the above referenced Agreement, is hereby; amended by increasing the total contract price by an amount not to exceed the sum of **Nine Thousand Seven Hundred Twenty Seven Dollars, (\$9,727)** for a total Contract Price not to exceed the sum of **Twenty Nine Thousand Three Hundred Ninety Nine Dollars (\$29,399)** of all payable in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. Section 5, of the above referenced Agreement is hereby amended by increasing the Contract Time by **Two Hundred Ten (210) days** for a total Contract Time of **Four Hundred Eighty (480) days** from the original Notice to Proceed.
4. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2012.

CITY OF CHANDLER:

By: _____
Department Head/Designee Date

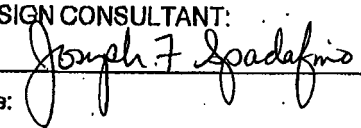
APPROVED AS TO FORM:

City Attorney by: 

ATTEST:

City Clerk

DESIGN CONSULTANT:

By: 
Title:

ATTEST: (If corporation)

Secretary

WITNESS: (If Individual or Partnership)

SEAL

Amendment No. 1 cont.

Project No. ST1006-451

THESE CHANGES RESULT IN THE FOLLOWING ADJUSTMENTS OF CONTRACT PRICE AND TIME

ORIGINAL CONTRACT AMOUNT		\$ 19,672
CURRENT CONTRACT PRICE PRIOR TO THIS AMENDMENT (Including previous amendments)		\$ 19,672
NET INCREASE / DECREASE (Resulting from this amendment)		\$ 9,727
REVISED CONTRACT PRICE (Including this amendment)		\$ 29,399
AMENDMENT PERCENTAGE (Of original contract price)		<u>49%</u>
CONTRACT TIME PRIOR TO THIS AMENDMENT (Including previous amendments).		270
		(Days or Date)
NET INCREASE/DECREASE (Resulting from this amendment)		210
		(Days or Date)
REVISED CONTRACT TIME (Including this amendment)		480
		(Days or Date)
THIS AMENDMENT No. 1	Does not Require Council Approval:	
	Less than \$30,000*	<u>X</u>
	More than \$30,000 but less than 10% of Contract*	_____
THIS AMENDMENT No. _____	Requires Council Approval	
	Greater than \$30,000*	_____
	Greater than 10% of Contract *	_____
*Including City Manager approved Amendments		
ORIGINAL CONTRACT COUNCIL DATE: <u>N/A</u> ITEM NO.: <u>N/A</u>, if applicable		
COUNCIL APPROVAL: <u>N/A</u> ITEM NO: <u>N/A</u>, if applicable		
CITY OF CHANDLER (Date & Name of Owner Dept. verbal approval): <u>Mike Mah, 2/24/12</u>		

CC: City Clerk User Dept Project Mgr Consultant Project Analyst File

**EXHIBIT A
SCOPE OF WORK**

The DESIGN CONSULTANT shall perform the following additional services:

- 1) CONSULTANT shall draft a memo for the City to Chandler to submit to FHWA, through ADOT, outlining the differences between the plans from the FINAL PS& E package that was submitted for FHWA funding, approved, and advertised for bids and the plans to which the City now wishes to revert.
- 2) CONSULTANT shall prepare a revised FINAL PS&E package to reflect any changes to the plans, incorporating any City and/or industry standards and guidelines that may have changed since then. These shall include revisions to:
 - o Geometric improvement plan sheets,
 - o Traffic signal layouts,
 - o Pole, conductor, pull box, NEMA phasing, and cable phasing schedules,
 - o Signing and striping plans,
 - o Special provisions,
 - o Quantities, and
 - o Engineering estimates of cost.

CONSULTANT shall also incorporate into the reverted design other applicable modifications based on City comments, etc., made to the submitted design plans after their 90% submittal.

- 3) Previously, 100% plans were sent to utility companies for approval and final clearance letters. Since these changes represent a significant change from the plans for which utility clearances were received and significant time has passed from when utility clearances were received for the submitted plans, CONSULTANT shall contact Blue Stake to obtain updated utility information, resubmit the plans to the utility companies for approval, and document the utility coordination process. Included in this task is the tracking of utility coordination efforts and the compiling of this information and final utility clearance letters. CONSULTANT does not anticipate that any changes to the design shall be necessary based on previous utility reviews. In the unlikely event that any significant changes to the design arise from newly-identified utility conflicts or the presence of new utilities, CONSULTANT shall inform the City. CONSULTANT shall then work with the City to achieve a timely resolution of the issue, to determine if that resolution is out of scope work and, if so, negotiate a fee with which CONSULTANT may be compensated for its efforts.
- 4) Meetings and additional coordination with ADOT.

Deliverables: CONSULTANT anticipates the following deliverables:

- 1) A submittal to the City in electronic format of the draft memorandum to ADOT/FHWA and a draft submittal of the plans, specifications, and estimate to the City for review. (Copies of these draft plans shall also be submitted in hard-copy format to utility companies for conflict review and clearance.)
- 2) A submittal to the City in electronic format of the finalized memo to ADOT/FHWA and one final signed and sealed submittal of the plans, specifications, and estimate.
- 3) A log of the utility coordination efforts and final clearance letters per ADOT Local Government Section guidelines.